

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

Connie Lynne Christian
38201 Collette Ct.
Clinton Twp, MI 48038

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

v.

Ford Motor Company, World Headquarters
One American Rd., Suite 428-E6
Dearborn, MI 48126-4246

IUAW National Ford Department
8000 East Jefferson
Detroit, MI 48214

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No.

(to be filled in by the Clerk's Office)

Jury Trial: ☐ Yes ☒ No
(check one)

Complaint for Employment Discrimination

I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Connie L. Christian</u>
Street Address	<u>38201 Collette Ct</u>
City and County	<u>Clinton Twp, Macomb</u>
State and Zip Code	<u>Michigan, 48038</u>
Telephone Number	<u>586-995-0965</u>
E-mail Address	<u>c.christian1162@gmail.com</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>Ford Motor Company</u>
Job or Title (if known)	<u>World Headquarters, Corporation</u>
Street Address	<u>One American Road, Suite 428-E6</u>
City and County	<u>Dearborn, Wayne</u>
State and Zip Code	<u>Michigan, 48126-4246</u>
Telephone Number	<u>313-322-6516</u>
E-mail Address (if known)	<u></u>

Defendant No. 2

Name	<u>IUAW</u>
Job or Title (if known)	<u>Solidarity House</u>
Street Address	<u>8000 Jefferson Ave.</u>
City and County	<u>Detroit, Wayne</u>
State and Zip Code	<u>Michigan, 48214</u>
Telephone Number	<u>313-926-9000</u>
E-mail Address (if known)	<u></u>

Defendant No. 3

Name	_____
Job or Title	_____
(if known)	_____
Street Address	_____
City and County	_____
State and Zip Code	_____
Telephone Number	_____
E-mail Address	_____
(if known)	_____

Defendant No. 4

Name	_____
Job or Title	_____
(if known)	_____
Street Address	_____
City and County	_____
State and Zip Code	_____
Telephone Number	_____
E-mail Address	_____
(if known)	_____

C. Place of Employment

The address at which I sought employment or was employed by the defendant(s) is:

Name	<u>Livonia Transmission Plant</u>
Street Address	<u>36200 Plymouth Rd.</u>
City and County	<u>Livonia, Wayne</u>
State and Zip Code	<u>Michigan, 48150</u>
Telephone Number	<u>734-523-4244</u>

II. Basis for Jurisdiction

This action is brought for discrimination in employment pursuant to *(check all that apply)*:

- ☒ Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (race, color, gender, religion, national origin).

(Note: In order to bring suit in federal district court under Title VII, you must first obtain a Notice of Right to Sue letter from the Equal Employment Opportunity Commission.)

- ☒ Age Discrimination in Employment Act of 1967, as codified, 29 U.S.C. §§ 621 to 634.

(Note: In order to bring suit in federal district court under the Age Discrimination in Employment Act, you must first file a charge with the Equal Employment Opportunity Commission.)

- ☒ Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 to 12117.

(Note: In order to bring suit in federal district court under the Americans with Disabilities Act, you must first obtain a Notice of Right to Sue letter from the Equal Employment Opportunity Commission.)

- ☐ Other federal law *(specify the federal law)*:

- ☐ Relevant state law *(specify, if known)*:

- ☐ Relevant city or county law *(specify, if known)*:

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. The discriminatory conduct of which I complain in this action includes (*check all that apply*):

- ☐ Failure to hire me.
☒ Termination of my employment.
☐ Failure to promote me.
☒ Failure to accommodate my disability.
☒ Unequal terms and conditions of my employment.
☒ Retaliation.
☐ Other acts (*specify*):

The grounds I'm filing under are the same, but with an addition based on the injuries sustained in an auto accident, that at this time keep me from working, Based on the decision signed by UAW and Ford to give me my job back, and allow the contractual monies to be paid only occurred if I was/am physically capable to accept and do my job. I asked for reasonable accommodations to try and come back. The question has gone unanswered.

(Note: Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court under the federal employment discrimination statutes.)

- B. It is my best recollection that the alleged discriminatory acts occurred on date(s) September 17, 2018 through October 21, 2019

- C. I believe that defendant(s) (*check one*):

- ☒ is/are still committing these acts against me.
☐ is/are not still committing these acts against me.

- D. Defendant(s) discriminated against me based on my (*check all that apply and explain*):

- ☒ race Caucasion
☒ color creamy beige
☐ gender/sex _____
☐ religion _____
☐ national origin _____
☒ age. My year of birth is 1962. (*Give your year of birth only if you are asserting a claim of age discrimination.*)
☒ disability or perceived disability (*specify disability*)
Multiple injuries from auto accident

E. The facts of my case are as follows. Attach additional pages if needed.

September 17, 2018, while leaving the plant for a fire drill, I fell off an unmarked speed bump that had been carved out. It was not painted and at 4:30 am my ankle rolled as I fell from the decline. I hit the ground hard, there were two witnesses to this. Richard Murphy, and Mr. Degetto, a line engineer. He is who helped me to get up. That night I was made to feel "like an old bag of bones, that surely had previous injuries". I will amend/finish this event within 21 days.

As my grievance from 10/22/2019 states there were many occurrences of bullying and making fun of a persons need to use the lavatory once a night. The union refused to even write up a grievance for it by making me feel silly that I would put that on paper. I witnessed an event that was more or less a fight starting between my new supervisor on line 703 and an employee. I was listed as a witness and suddenly after 2 1/2 years my work performance was lacking. I was belittled constantly by my Supervisor and the team leader. I was the only person on the line that could not get a bathroom break from anyone except the team leader during which time she screamed out, "Oh Connie do you have to go peepee. I was told that if my age was problem with having to use a bathroom than I should start wearing a diaper. Not acceptable. of course, except when you are afraid of losing your job on a daily basis. Other employees of the same class, older than the others, were written for ridiculous reasons. They encouraged my to call the hotline and tell them what was happening, but I was afraid of losing my job. My union rep told me that it would dampen the ability to get off that line and away from the people that were bullying me on a daily basis.

I was terminated by the Supervisor of Line 715 for being tardy 3 minutes. On Friday October 11, 2019, I was given a verbal warning for being 2 minutes late by my supervisor. He told me if I was late again that I would get written up. I was on 10/14/19 and he did write me up. I was never given a copy of the 4600 until the following Monday, 10/21/19 when I was terminated. A committeeman filed an unjust termination for me on 10/22/19. I will attach a copy.

I will be amending my charge within the 21 days to better tell of the discrimination and bullying and even an attempt to fire me based on a blatant lie for which I have a recording and full copy of my employment jacket and strange how there is no documentation from 5/29/19 event that had them set on firing me. I will amend these and add several other events that occurred in more detail.

(Note: As additional support for the facts of your claim, you may attach to this complaint a copy of your charge filed with the Equal Employment Opportunity Commission, or the charge filed with the relevant state or city human rights division.)

IV. Exhaustion of Federal Administrative Remedies

- A. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission or my Equal Employment Opportunity counselor regarding the defendant's alleged discriminatory conduct on *(date)*

August 17, 2020

- B. The Equal Employment Opportunity Commission *(check one)*:

- ☐ has not issued a Notice of Right to Sue letter.
☒ issued a Notice of Right to Sue letter, which I received on *(date)*

July 2, 2021

(Note: Attach a copy of the Notice of Right to Sue letter from the Equal Employment Opportunity Commission to this complaint.)

- C. Only litigants alleging age discrimination must answer this question.

Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding the defendant's alleged discriminatory conduct *(check one)*:

- ☒ 60 days or more have elapsed.
☐ less than 60 days have elapsed.

V. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages. Attach additional pages if needed.

Monetary losses from 10/21/19 through current date September 30, 2021. There was a \$3500 bonus due upon contract signing. Wages at 50 hour work weeks and to include holiday pay for X-mas and New years 2019/2020. The line I worked on was working these hours and more. I of course can only guess at what hours were worked. Union has wage listed at 20.09, but I was at \$17.53 when I was terminated. Anniversary date is 11/7/16. I would have been at \$ 18.41 when the conversion to full-time in progression occurred on 1/6/20. There was a \$5500 dollar bonus due upon conversion. There should have been a significant raise per the new 2019 contract as well as an increase in September of each year since. There are also 3% raises every other year. I will attach charts. There are multiple bonuses throughout the year, I will attach that sheet as well.

I will be Amending this filing, and at that time, I will amend this section with more specifics. There of course is the medical and dental value along with the \$6000 per year for schooling that would have been available. The employees that converted 1/6/20 were allowed to sign up for skilled trades training. Also the 401K match money that would have been available.

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: September 30, 2021.

Signature of Plaintiff

Connie L. Christian

Printed Name of Plaintiff

Connie L. Christian

MIED ProSe 7 (Rev 5/16) Complaint for Employment Discrimination

Additional Information:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Connie L. Christian**
38201 Collette Ct.
Clinton Township, MI 48038

From: **Detroit Field Office**
477 Michigan Avenue
Room 865
Detroit, MI 48226



On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

471-2020-03790

Samuel Bills,
Investigator

(313) 226-6806**THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: The EEOC will not proceed further with its investigation, and makes no determination about whether further investigation would establish violations of the statute. This does not mean the claims have no merit. This determination does not certify that the respondent is in compliance with the statutes. The EEOC makes no finding as to the merits of any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Deanna E. Wooten

Digitally signed by Deanna E. Wooten
 Date: 2021.07.02 09:34:52 -04'00'

Enclosures(s)

FOR

Michelle Eisele,
District Director

(7-2-21)
(Date Issued)

cc:

Katherine Baker
EEO Officer
FORD MOTOR COMPANY
One American Road, Room 125-A2
Dearborn, MI 48126

Eric I. Frankie
Buhl Building Suite 111-541
535 Griswold Street
Detroit, MI 48226



UNION GRIEVANCE

(GRIEVANCE STARTING AT SECOND STAGE ONLY)

GRIEVANCE 100097

Bldg. or Unit LTP Local No. 182
Date 10-22-2019

ORIGINAL

Date Stamp Submission

Employee Name Connie Christian Badge No. 2091944
Shift afternoons Seniority 3 years Dept. 715
Classification STS 5 days 715 -703
Employee Signed Connie Christian
Not necessary to fill in enclosed space when Grievance concerns Union Rights ONLY

Nature of Grievance WTD JUST
Violation of Article IV Section 3
Statement of Case Aggrieved was Terminated unjustly for being Late for a total of 19 minutes. This grievance will show a history of harassment during her time here LTP. Plus many contractual violations that show the aggrieved has been targeted by management in this Plant. Aggrieved fell in the parking lot and suffered an Injury, yet her visits to medical was brought up by labor relations. Also Aggrieved was criticized for using union committee people and Ergonomics Rep for Legitimate Issues concerning workstations

Adjustment Requested: Reinstate full Employment and Make All Lost Monies Whole

Signed (Bargaining Committee) Tank Christian

Disposition by Company

Date Stamp Disposition

(Signed)

(Company Representative)

Date _____

All Grievances must be "Date Stamped" by Company Representative on Date Presented and Disposed.

Significant Economic Improvements

All seniority full-time production workers hired prior to the effective date of the 2019 contract are eligible to reach the top wage rate by the end of this agreement.

All manufacturing members, not yet at top rate, will be paid in accordance with the wage schedule below and their weeks worked.

Those eligible temporary workers who will be converted to seniority full-time status in calendar years 2020 and 2021, also are covered by the table below. **130A**

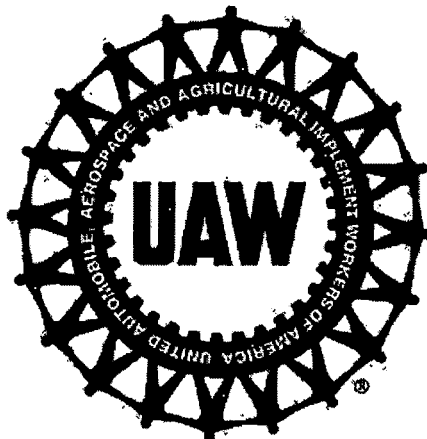
Wage increases for full-time employees hired prior to the effective date of 2019 CBA and not at top rate								
Years of Service at Effective Date	Current Rate	Year 1 Increase (after 52 ww)	Pay Rate Effective 9/14/20	Year 2 Increase (after 52 ww)	Year 3 Increase (after 52 ww)	Effective	Year 4 Increase (after 52 ww)	Final Increase
		Effective Date to 9/13/20*	After initial weeks worked Increase	9/14/20 to 9/13/21	9/14/21 to 9/18/22	9/19/22	9/19/22 to 9/3/23	9/4/23
<1	\$17.00	\$18.00	\$18.54	\$20.09	\$23.69	\$24.40	\$25.46	Top Rate
1<2	\$18.00	\$19.50	\$20.09	\$23.69	\$24.72	\$25.46	\$26.52	Top Rate
2<3	\$19.50	\$23.00	\$23.69	\$24.72	\$25.75	\$26.52	\$27.58	Top Rate
3<4	\$21.00	\$24.00	\$24.72	\$25.75	\$26.78	\$27.58	\$29.71	Top Rate
4<5	\$22.50	\$25.00	\$25.75	\$26.78	\$28.84	\$29.71	Top Rate	Top Rate
5<6	\$24.00	\$26.00	\$26.78	\$28.84	Top Rate	Top Rate	Top Rate	Top Rate
6<7	\$26.00	\$28.00	\$28.84	Top Rate	Top Rate	Top Rate	Top Rate	Top Rate
7<8	\$28.00	Top Rate	Top Rate	Top Rate	Top Rate	Top Rate	Top Rate	Top Rate

Read from left to right

* Employees who will receive a step increases after 9/14/2020, will receive a 3% increase on their current base rates on 9/14/2020.

Top Rate is the legacy classification wage rate

Employees already at top rate will earn GWIs and 4% bonuses in line with their eligibility.



Significant Economic Improvements

Substantial Economic Gains for Production and Skilled Trades Employees

Economic Gain	Value	Effective Date
Signing Bonus 254C	\$9,000	Upon Ratification
Year 1 Lump Sum (4%) - Estimated Value 11A	\$ 2,700 Prod / \$3,200 Skill	December 2019
Profit Sharing	TBD	March 2020
Inflation Protection 13A	\$1,500	June 2020
Base Wage Increase (Applied to Top rate and Grow-in rates) 11A	3%	September 2020
Profit Sharing	TBD	March 2021
Inflation Protection	\$1,500	June 2021
Year 3 Lump Sum (4%) - Estimated Value	\$ 2,800 Prod / \$3,300 Skill	October 2021
Profit Sharing	TBD	March 2022
Inflation Protection	\$1,500	June 2022
Base Wage Increase (Applied to Top rate and Grow-in rates)	3%	September 2022
Profit Sharing	TBD	March 2023
Inflation Protection	\$1,500	June 2023
Production Wage Increases	\$9,000 and up	
Skilled Wage Increases	\$11,000	
<u>Value of Economic Gains</u>		
Typical Production	\$29,500	
Typical Skilled Trades	\$32,500	

Wage increases and lump sums are based on 2,080 straight time hours for eligible employees. Production employees become eligible for lump sums after reaching top rate for 52 weeks.

Profit sharing payouts were worth over \$33,000 in the last four years.

Health Care Improved

Health Care Remains Among the Best in the Nation

The Company proposed a 20% cost share for medical benefits, including major increases in prescription drug costs plus elimination of certain drugs as determined by the pharmacy benefit manager. Your bargaining committee was committed to keeping our health care coverage among the best in the nation and successfully fought these proposals. Instead, the bargaining committee won additional improvements to the National PPO.

Additional Health Care Benefits Won 42-43C

These improvements include coverage for cardiac rehabilitation and diabetes education without any requirement to join a mandatory program. Members will also be able to benefit from an improved Care Management program in the National PPO beginning Jan. 1, 2020.

5-6C Visits to retail clinics will now be covered for half the cost of a doctor office visit. In addition, telemedicine benefits will now be offered in alternative health care plans (HMOs) with a \$10 copay. **217C**

New: Nationwide Dental HMO Plan 135-136C

Your bargaining team is pleased to announce that it has negotiated a new Dental HMO (DHMO). This voluntary new option offers a nationwide network for members who are eligible for alternative plans. Members who choose to join the plan in their area will receive enhanced coverage, including low out-of-pocket costs, full coverage for orthodontia up to the age of 19, and orthodontia for age 19 and over at a copay of \$1,995.

Other Benefits

Optional Insurance Benefits Improved

Group insurance is an important part of your financial security. Your bargaining team negotiated improvements in optional and dependent life insurance benefits while maintaining current rates.

Optional Life Improvements 144C

In addition to open enrollment periods in 2020, 2022, and 2023 a one-time special enrollment opportunity will be offered in 2021. During this special open enrollment, members **112C, 113C**

will be able to increase five coverage levels (\$100,000 maximum) without showing evidence of insurability. Also beginning in 2021, new coverage levels of \$350,000, \$450,000 and \$550,000 will be available. Current rates in the CBA will remain the same for active and retired members.

Dependent Life Improvements

Dependent life coverage maximums for new enrollees will increase from \$75,000 to 100,000 for a spouse and from \$30,000 to \$40,000 for children without evidence of insurability.

Pension/TESPHE 140C

The parties agreed to provide a one-time contribution of \$1,000 to the Tax-Efficient Savings Plan for Hourly Employees (TESPHE) accounts for employees hired or rehired before November 19, 2007 or in a skilled classification prior to October 24, 2011. In order to be eligible for this contribution, as of January 1, 2020 you must be an active employee, on temporary layoff, FMLA leave, or on one of the following leaves not exceeding 90 days – Accident and Sickness, Military, Education, or approved personal leave of absence. This contribution will be made by Jan. 31, 2020.

Legal Services 105-111C

Spouses Now Covered, Services Expanded

Your bargaining team went into these negotiations determined to expand Legal Services benefits to cover spouses of UAW active and retired members. As a result of these discussions, spouses are now eligible for the benefit.

The union also bargained an expansion of covered office work services to include:

- Traffic Matters – Tickets or other moving violations.
- Social Security – Plan attorneys will answer questions about Social Security benefits, including those related to retirement, disability, terminations or overpayments.
- Medicare and Medicaid – Plan attorneys will provide legal guidance on issues related to Medicare and Medicaid benefits.

Skilled Trades

Skilled Trades Members to Advance in New Technologies, Gain 600 New Apprentices, and Keep Classification Structure

Your Skilled Trades negotiators bargained to advance our Skilled Trades members in all areas such as new and emerging technologies, including 3D printing, additive manufacturing and drone usage. Skilled Trades national negotiators also preserved our historical trade classification structure with NO further consolidations, eliminations or “do not repopulate” designations. Additionally, our UAW-Ford temporary members are now eligible for the Industrial Readiness Certificate Program (IRCP), which gives them the opportunity to be added to their plant apprenticeship eligibility list. IRCP classes will be funded as well, which means no out-of-pocket cost to temporary members. Negotiators upheld the successful apprentice forecasting methodology to generate 600 new apprentices under this agreement. Note: This same formula generated 1,200 apprentices under the 2015 agreement. Finally, outside contracting language was strengthened, as well as many other gains explained below.

- **Apprentice Forecasting Results in Adding Approximately 600 Apprentices:**

The method of forecasting future apprentice and trade needs was upheld by your negotiators. This formula could result in adding approximately 600 apprentices by the end of the agreement. This same formula resulted in adding over 1,200 apprentices under the 2015 agreement. **39B**

- **Negotiators Hold the Line on Classification Restructuring:** The Negotiating Committee held our current **58B** classification structure. There are no changes, no consolidations and no classifications added to the “do not repopulate” designation, despite the company’s attempts to do so. Additionally, our apprenticeable trades remain the same.

- **Temporary Employees Now Eligible for Apprenticeship Opportunities:** Temporary members/employees are now eligible for the Industrial Readiness Certificate Program (IRCP) to gain entrance on their plant apprentice eligibility list. If selected for an apprentice opportunity while still employed by the company, the temporary employee will become an apprentice and after 90 days on the apprenticeship will become a full-time seniority employee. The IRCP classes will be funded by the Education Develop-

ment Tuition Assistance Program for interested temporary employees. **34B**

- **Outside Contracting Letter Improved:** The “Outside Contracting” letter was improved to ensure that local UAW leadership is a part of the discussion when outside entities such as Ford Land, MP&L and Division Manufacturing Engineering hold projects for each location. This will become a quarterly meeting to give local UAW leadership the ability to plan project, construction and maintenance work. **21B**

- **Apprentice Toolsets and Toolboxes:** Apprentices will now attain their toolsets and toolboxes upon their return from core skills training. The toolsets and toolboxes will now be administered through the National Joint Apprentice Committee (NJAC). The national parties jointly agree to review, approve and purchase classification specific toolsets and toolboxes for timely distribution. Toolsets and toolboxes will become the property of the apprentice upon completion of the program. **37B**

- **Master of License Receives Increase:** Skilled Trades workers who hold a “Master of License” designation and has surrendered his/her license for the company facility will receive \$2.00 per hour above the base rate of pay as per maintaining compliance for permits in all maintenance and project work. Originally bargained \$1.50 rate in 2015, this is

an increase of .50 cents per hour to total \$2.00 per hour. **49B**

- **Production Employees and Skilled Openings in Another Unit:** Your negotiators won language identifying the ability for current production employees to be eligible to apply and be considered for available skilled trades openings in another unit than the unit they are currently working in production. Applicants must satisfy the current hiring criteria for direct hire into skilled trades. Applicants can also continue to apply within their current unit as in the past. Apply here: <https://corporate.ford.com/careers.html> and <https://www.indeed.com/cmp/Ford-Motor-Company> **55B**

- **Skilled Trades Required Training Outside of Plant:** Negotiators won a new letter that protects the skilled trades shift premium while attending off site training. If skilled trades employees attend Company-required training outside of their plant to upgrade their skills in their classification on a shift other than they would normally work, such employees will be paid the shift premium normally paid for their regularly assigned shift for the first continuous week of training. **75B**

- **Skilled Trades Tool Allowance:** Skilled Trades Journeymen will receive two (2) \$1,000 lump-sum payments. The first payment will be made December 6,

Employee Tuition Assistance Plans (ETAP)

Tuition Assistance PDA Increases; Dependent Scholarship Maintained

A major objective of the Employee Tuition Assistance Plans (ETAP) is to prepare the Company, its workers and their dependents for the work environment of the 21st century. Both parties reaffirm their commitment to the principles and objectives of providing Tuition Assistance to active UAW employees. Your UAW negotiating team won significant improvements as listed below:

• Employee Tuition Assistance Plans (ETAP)

Your UAW negotiators were successful in maintaining the current Tuition Assistance allotment at its maximum level of \$6,000. Negotiators also won an increase in the Book Reimbursement amount from \$400 to \$600. **115A**

• Personal Development Assistance (PDA) Increases to \$3,000

Your negotiators recognized the increased cost and importance of non-degree educational courses for UAW members. Negotiators won an increase in the PDA benefit to \$3,000 annually (up from \$2,700) for job-related courses, workshops and seminars. **115A**

• PDA-EEC (Educational Enrichment Courses) Increases by \$1,000 a Year 115A

The PDA-EEC benefit will increase from \$500 to \$1,500 annually for non-job related, education enrichment courses. The provider list will be expanded to include courses at professionally and nationally accredited institutions upon review and approval.

• Temporary Employees Now Eligible for PDA Funding for IRCP Courses 34B

Temporary employees who sign up for Industrial Readiness Certificate Program (IRCP) can now use PDA funding to pay for those classes.

• Retiree Education Opportunities Expanded

Your UAW negotiating team won

a significant improvement in Retiree Education. Retirees residing near an existing Ford facility or Local Union hall may now use one-half of their \$2,000 benefit (\$1,000 per calendar year) to attend classes at colleges or universities approved by both parties. Previously, retirees could only take classes at the plant or Local Union hall unless they relocated to a state with no Ford Facility or no Local Union hall. **183C**

• Dependent Scholarship Maintained 234C

Your negotiators were successful in maintaining the Dependent Scholarship funds of \$1,500 for college-age dependent children of active workers. In addition, the eligibility age was raised from age 23 to age 26.

Continuous Improvement Highlights

Team Leader Meeting Language Strengthened

Your Bargaining Committee won language that eliminates the need for review and approval of meeting requests and agendas. Instead, each location will have Team Leader meetings to discuss issues, review solutions and share best practices. The Local Continuous Improvement Forum (LCIF) will provide guidance on meeting priorities, agendas and cadences. **40A-41A**

Manufacturing Work Groups Implementation Now a Local Decision

Under new language won by your negotiating committee, any plant wanting to implement Manufacturing Work Groups (MWG) must submit a local joint letter of intent, along with completed and approved Visual Job Plans (VJPs),

to the National Continuous Improvement Forum (NCIF) for review and approval. The decision on whether to implement MWG's now rests with the local parties. **80C**

Modifications to be Made to Cost Save Idea Process 225C

Your Bargaining Committee negotiated the ability to modify the Cost Save Idea Process to make it more streamlined and user friendly. The language builds upon language we won in the current agreement that captures members' ideas that save the Company money to offset the labor and overhead task at each plant.

Team Leaders Will Have Access to Issue Escalation Tools

Negotiators recognized that team leaders need access to all tools and

systems to be able to perform their roles and responsibilities to best support their teams. They won language that grants them access to the tools and systems associated with issue escalation. **216C**

Team Leader Selection Process Deviation

In the 2015 CBA, a deviation to the team leader selection process was negotiated so plants could, upon local agreement, deviate from the national selection process. Only plants that had elections at that time were grandfathered with elections. The remainder of the plants could deviate from the national selection process, but elections were not an available option. Under the 2019 language, the team leader selection process deviation now allows for all plants, with local agreement, to have elections as an option for selecting team leaders. **40A**

Changes to Attendance

129C

Measurement Period for Discipline 130C Reduced from 18 months to 12 months

Elimination of Bookend Day Language

Employees may now use Excused Absence Allowance (EAA) after the fact on previously restricted days. **128C**

Reduced Call-in Time from 60 Minutes to 30 Minutes

Employees can now call in 30 minutes prior to shift start time to report absences. **127C**

No Longer Separate Discipline Progression for Failure to Work Scheduled Overtime

Situations involving full shift failure to work scheduled overtime will be coded as an un-excused absence and count as an occurrence. Failure to work scheduled overtime will no longer be a separate discipline progression and any discipline for the charge of "Failure to Work Schedule Overtime" will be removed from your record upon the implementation of the new program. **129C**

Discipline Records Revert to Zero

All employees with less than RW + 1 Month discipline on their record will revert to zero (0) absences. Those employees currently in the progression discipline charge of RW+1 Month will have their discipline removed on the anniversary date of their latest attendance discipline. **130C**

Absence and Disciplinary Progression		
Absence Number	Penalty	Measurement Period
1st Absence	No Penalty	(12) Month Rolling Period
2nd Absence	No Penalty	(12) Month Rolling Period
3rd Absence	No Penalty	(12) Month Rolling Period
4th Absence	RW+1 Day	(12) Month Rolling Period
5th Absence	RW+1 Week	(12) Month Lock-In Discipline Period
6th Absence	RW+1 Month	(12) Month Lock-In Discipline Period
7th Absence	Termination	

Excused Absence Allowance (EAA) Clarification

Upon review of the 12-month rolling measurement period, if the employee's record falls within absences one through four according to the above table, Excused Absence Allowance (EAA) may be used after the fact. **128C**

Family Days Retained

Your negotiators fought to keep up to two (2) Family Days for the life of the agreement for members who are eligible. Members with discipline of one (1) week or more will not be eligible to schedule or use any family days until they drop back into steps one through four of the attendance policy. **63C**

Other Attendance Improvements

New Attendance Tracking System (ATS) Coming

Employees will have the option to call-in or text absences or lates, and the system will no longer use Social Security Number. **16C**

Cremation Update to Bereavement Language

In the case of cremation where no formal funeral or service is held for a

qualifying family member, the documented cremation date will now serve as equivalent to the funeral or service date. **24C**

Submission Confirmations for Holiday Conversion

Employees will receive a confirmation that their request has been submitted.

End-of-line Vehicle Electrical Repair 57C

Rapidly changing vehicle technology is making end-of-line (EOL) electrical repairs in assembly plants more complex than ever. Your bargainers successfully negotiated a new classification for employees who make certain EOL vehicle repairs. The new classification will be established by the Arbitration and Wage Administration Department within 90 days of ratification of the Collective Bargaining Agreement.

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

County in which action arose: _____

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Connie Christian
38201 Collette Ct
Clinton Twp 48038 Macomb
(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Pro se

DEFENDANTS

(1) Ford Motor Dearborn
one american Rd St 428 E6
Dearborn MI 48126 Wayne
County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(2) UAW National Ford Dept.
8000 E. Jefferson
Detroit MI 48214

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify) _____
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

October 13, 2020

SIGNATURE OF ATTORNEY OF RECORD

Connie Christian

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :
